

**PROPOSAL FOR A STUDY OF
DISTRIBUTED DATA PROCESSING**

December 23, 1977

SUBMITTED TO:

IBM CORPORATION
General Systems Division
Atlanta, GA

In Response To:

RFP No. RSM-006

SUBMITTED BY:

INPUT
2180 Sand Hill Road
Menlo Park, CA 94025
(415) 854-3422

INPUT



OBJECTIVES

INPUT proposes to carry out a study of Distributed Data Processing (DDP) on behalf of the IBM Corporation. The principal objectives of the study are:

- To estimate and forecast the potential market for DDP systems through 1986 within functional, application and market/industry structure parameters as defined in the RFP.
- Within each "cell" of the defined market structure, INPUT will determine:
 - Overall user requirements that can be well satisfied by DDP.
 - Business and economic external and internal factors that could impact DDP implementation.
 - Factors motivating or inhibiting potential DDP buyers and/or users.
 - DDP economics.
 - Competitive environment.
 - Relationship of DDP to enterprise structure and organization.



SCOPE OF THE STUDY

- The study as proposed provides for coverage of approximately 125 enterprises, based on an average of two in-person interviews for each enterprise. This number could be smaller or greater depending on actual interviewing efficiency. As shown in Exhibit I, the limiting factor is the man day allocation. INPUT has assumed that two interviews can be completed per man day.
- The sample distribution will be shown to correspond to the industry/size cells as specified in the RFP. Names of prospective interviewees will be drawn from IBM supplied lists as well as INPUT's own data bank of interview prospects.
- All enterprises interviewed will be located within the continental United States. However, it is presumed that the data structure and interviewing formats will be easily extended to overseas study at some future date.
- Although INPUT accepts the industry breakdown as specified in the RFP, INPUT recommends that the Power Utilities industry be included because a priori estimates perceive this sector as one of high potential for DDP. If Utilities is added to the list, INPUT recommends dropping the Hospital group.
- The final details of the questionnaire(s) will be determined by IBM at an initial planning meeting with key INPUT personnel. INPUT takes no exception to the items listed in Exhibit B of the RFP, but recommends the inclusion of other issues, some samples of which are:
 - Maintenance Responsibility.
 - Sales vs. Lease vs. Rent.
 - Hardware vs. Software vs. Firmware.
 - User Dedication vs. SNA.



EXHIBIT I
DISTRIBUTED DATA PROCESSING STUDY
PROJECT SCHEDULE AND MANPOWER LOADING

TASK	WEEK ENDING																	MAN- DAY EST.
	1/6	1/13	1/20	1/27	2/3	2/10	2/17	2/24	3/3	3/10	3/17	3/24	3/31	4/7	4/14	4/21	4/28	
START-UP PHASE	▲	▲																5
INITIAL INTERVIEWS		▲	▲	▲														12
ANALYZE PRE-TEST RESULTS				▲	▲													3
PREPARE FOR & HOLD INTERIM REVIEW MEETING					▲	▲												4
MAIN INTERVIEW PROGRAM						▲	▲	▲	▲	▲	▲	▲	▲	▲				110
DATA TABULATION AND FORECASTS							▲	▲		▲	▲	▲	▲	▲	▲			16
ANALYSIS & FINAL REPORT															▲	▲	▲	23
PREPARATION/DELIVERY OF PRESENTATION																▲	▲	4
																	TOTAL	177

- Compatibility/Interfacing Requirements.
 - Importance of Vendor Viability to DDP Users.
 - Identification of User "Hot Buttons."
 - Impact of Satellite Communications.
 - Influence of Office Products and Electronic Mail.
 - Standardization vs. Uniqueness (e.g., must standards be established for DDP to be accepted.)
 - Users' Views of IBM Today (e.g., what is the effect of GSD and DDP sales personnel calling on the same customer for the same application).
- Other than the preceding comments, INPUT accepts the scope of the study as given in the RFP in toto.



METHODOLOGY

The project plan milestone schedule is given in Exhibit I. A reading of this chart shows that the project is organized into a series of discrete steps described as follows:

- STEP I: START-UP PHASE

Mssrs. Mantell and Tyler will meet with IBM personnel early in January in order to:

- Refine the project plan and forecasting methodology.
- Layout and detail the questionnaires to be used for the user interviews.
- Identify the populations that will be sampled for the interviews.

At the conclusion of Step I, IBM and INPUT will have reached agreement on all specifications for the project.

- STEP II: INITIAL INTERVIEWS

INPUT will interview approximately 10-15 enterprises (20-30 actual interviews) as a pretest of the efficiency of the questionnaires. During these interviews, INPUT staff will request permission to tape the conversation in order that IBM may review the proceedings.

- STEP III: ANALYZE PRETEST RESULTS

INPUT will tabulate and analyze the information gathered in Step II and prepare a brief commentary on the results obtained.



- STEP IV: INTERIM REVIEW

The results obtained in Step II together with INPUT's recommendations for subsequent research will be presented to IBM at an interim meeting scheduled to be held in the first week of February. At the conclusion of this meeting, it is presumed that any indicated refinement of the interviewing methodology will be accomplished and that INPUT will be fully prepared to proceed with the balance of the interviews.

- STEP V: MAIN INTERVIEW PROGRAM

INPUT will interview approximately 110 enterprises (220 location interviews) using the refined questionnaires. Insofar as possible, interviews will be assigned to senior individuals on the basis of their familiarity with particular industry sectors. These assignments are reflected in the staffing plan discussed in this proposal.

- STEP VI: DATA TABULATION AND FORECASTS

INPUT personnel will compile and tabulate all of the data and information collected in the interviewing program. From this data, coupled with information from other sources, INPUT will develop forecasts for the years 1977, 1980, 1983 and 1986 for potentials and all-vendor shipments for each category specified in the RFP.

"Other source" information will include data and forecasts accumulated by INPUT in association with other projects, some of which are described in the qualification section of this proposal. Also included will be industry or general economic data supplied by government, standard industry associations, or other economic institutions. At IBM's option, internal IBM industry growth forecasts could be used in addition to or in place of data from other sources.



The forecasting methodology is outlined as follows:

1. Using 1977 as the base year, the amount of dollars expended for each application within each industry will be established.
2. Applying industry growth data, information gathered from these interviews, and interviews from INPUT's other projects, the 1977 data will be extrapolated through 1986.
3. For each cell derived in (2), INPUT will estimate the percentage of those dollars that will flow through to all automated solutions. These estimates will be based on the interview data plus other appropriate and available information sources. This data will then represent what IBM has called "All-vendor potential" for all solution methods taken together.
4. For each cell derived in (3), INPUT will estimate the breakdown between DDP, non-DDP systems, and non-intelligent terminals and communications equipment. This data will correspond to that designated in Exhibit F of the RFP as "All-vendor potential" for each solution method.

In estimating this breakdown for years beyond 1977, INPUT will provide a "technology displacement" analysis in which estimates of the price/performance differential between DDP and conventional approaches will be quantified in each of the forecast years. The analysis procedure is one used by INPUT in its recent study "Economics of Computer/Communications Networks" (to which IBM has subscribed). In this study, INPUT analyzed the costs associated with displacing multiple stand-alone EDP installations with a hierarchical network configuration.



5. The last step of the forecasting methodology will be to estimate the penetration rates for DDP and the alternative approaches for each of the forecast years. The estimates will be based on the user-perceived level of acceptance of DDP which will be derived directly from the interview program. The product of these rates and the "potential" data will give the shipment forecasts as proscribed in Exhibit E of the RFP.

- STEP VII: ANALYSIS AND FINAL REPORT

The INPUT staff will analyze all data, forecasts and qualitative information collected in the interview program and prepare a report summarizing the results and presenting INPUT's conclusions and recommendations to IBM.

The core of the report will be built around scenarios established for each industry/size group. Scenarios will be supported by presentations of all pertinent data and forecasts plus qualitative assessments formulated from the interviews. Each industry section of the report will be written by the INPUT staff member who conducted the bulk of the interviews in the particular sector examined in order to obtain as much of a "first-hand" presentation as possible.

- STEP VIII: PRESENTATION

The INPUT staff will prepare an all-day formal presentation highlighting the results of the study. The presentation will be delivered at a time and place to be established by IBM. The presentation will be given by Messrs. Mantell and Tyler.



ALTERNATIVE INTERVIEW PROGRAM

- INPUT believes that IBM will obtain greater benefit for its allocated funds from a larger sample than that suggested in the RFP. The only way to accomplish that within the stated budget is to substitute telephone interviews for in-person interviews.
- Accordingly, INPUT recommends that IBM consider altering the project specification to displace one-half of the in-person interviews with telephone interviews. This would provide coverage of approximately 200+ enterprises assuming that 2.5 telephone interviews substitute for one in-person interview.

SUPPORT FROM IBM

The time estimate given in Exhibit I presumes that INPUT will tabulate and analyze the data using essentially manual techniques. If IBM can support the data reduction process with any of its internal automated systems, time may be saved in this step.

Should this be the case, the man days that INPUT would save could then be devoted to conducting more interviews.



STAFFING AND PROJECT ORGANIZATION

- The staff organization for the DDP study is shown in Exhibit II. The assignment depicted in this organization chart were selected because of the specific skills or industry familiarity of the individuals.
- INPUT intends that each individual assigned to a particular industry group will largely be responsible for all interviewing done within that group. However, where it is especially convenient to reduce time or travel costs, some geographic allocation will be made.
- Brief biographical sketches of the senior INPUT staff assigned to this project are as follows:

STANLEY MANTELL is Vice President of INPUT and has more than 25 years of industry experience which includes 3 years as Vice President and General Manager of Ampex' Data Products Division, 4 years as Vice President of Operations for Singer Business Systems, and 3 years as General Manager of Royal-McBee (Holland). He was also co-founder and President of Qantel, a manufacturer of small business systems. Mr. Mantell has a B.S. from Syracuse University.

Recent INPUT Projects:

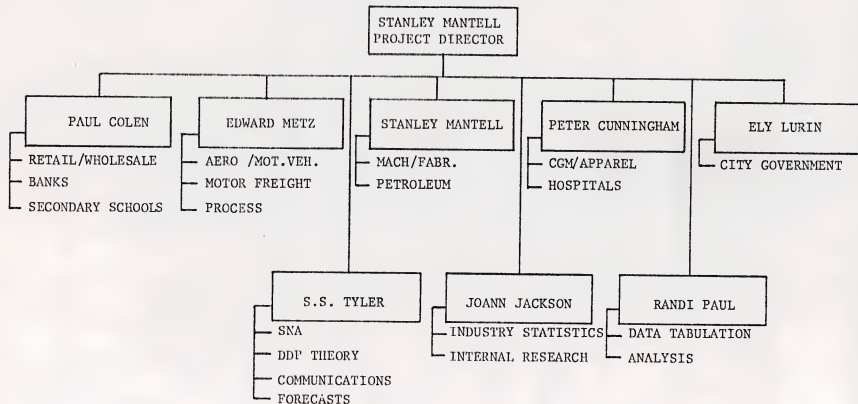
- IBM Scenarios
- Data Base Management Engine
- IBM Series/I
- Impact of Small Business Computers on Services
- Discrete Manufacturing Industry



EXHIBIT II

DISTRIBUTED DATA PROCESSING STUDY

PROJECT ORGANIZATION





S.S. (TIM) TYLER is a Senior Consultant with 26 years experience in industry. Prior to becoming a consultant in 1976, Mr. Tyler was a Vice President of the Singer Company and held the positions of Director, Corporate Systems and Director of Advanced Development responsible for the planning and development of advanced distributed data processing networks and systems. For 10 years, he was with IBM as Manager of Processing Resources, responsible for the design and implementation of OS enhancements. Mr. Tyler has a B.S. from the University of Maryland.

Recent INPUT Projects:

- . Realities of Distributed Processing
- . Data Base Management Processing
- . Data Base Management Engine
- . Economics of Computer/Communications Networks
- . Plug Compatible Mainframes
- . IBM Scenarios

PETER A. CUNNINGHAM is INPUT's founder and President and will be the Program Director for the COMPUTER & COMMUNICATIONS USER PLANNING SERVICE. Before founding INPUT in 1974, Mr. Cunningham was Director of the Computer Services department at Quantum Science Corporation. He spent 14 years in management and computer consulting in the U.S. and Europe, and was President of a successful software firm for several years. Mr. Cunningham has a B.Sc. from Imperial College, London, and an M.P.A. from the American University in Washington, D.C.

Recent INPUT Projects:

- . 1977 Annual Report on Computer Services Industry
- . EDP Plans & Budgets for 1977
- . Performance Measurement Systems
- . Health Services



ELY S. LURIN has over 20 years experience in data processing with a heavy emphasis on communications. He was co-founder and Vice President of Engineering for COMBYTE, a manufacturer of data communication systems, and has held a number of technical and management positions at Honeywell and Sperry-Rand. Mr. Lurin has a B.S.E.E. from M.I.T., an M.S.E.E. from the University of Pennsylvania and an M.B.A. from Wharton. Mr. Lurin is in charge of INPUT's Eastern Operations and has recently been project director of an INPUT study dealing with Value Added Networks.

PAUL COLLEN is a Senior Consultant with more than 25 years experience. Prior to joining INPUT, Mr. Colen was President of his own consulting firm, Advanced Management Systems, Inc., a firm specializing in computer utilization for financial and economic planning. In 1968, Mr. Colen founded The Corporation for Information Systems Research and Development which was acquired in 1973. He also held a number of technical and management positions with Burroughs and Honeywell. Mr. Colen has a B.S. and M.S. from Northwestern University and an M.S. in Business Economics from Claremont Graduate School.

Recent INPUT Projects:

- . Economic & Financial Data Bases
- . Correspondent Banking Industry
- . Savings & Loan Industry
- . Bank Trust Department Applications

EDWARD L. METZ recently joined INPUT as a principal consultant and has established a new office in New Jersey. Mr. Metz brings more than 20 years of continuous industry experience to the firm. Most recently, he served as Director of Corporate Development for Automatic Data Processing. Prior to that he was a founder and Vice President of Cyphernetics until that firm was acquired by ADP. His earlier career included various technical and planning positions within the Ford Motor Company and Philco-Ford. He holds a B.A. from St. Joseph's College.



QUALIFICATIONS

- INPUT is extremely well-qualified to carry out the assignment described in this proposal. In recent months, the company has carried out or has in progress over 20 projects, some aspects of which bear on the topic of distributed data processing. Some of the topics covered in this recent work are mentioned briefly as follows:

- REALITY OF DISTRIBUTED PROCESSING

This project is presently underway in connection with INPUT's "Market Analysis Service." Issues being addressed in the study include:

- Economic trade-offs of large central mainframes vs. distributed intelligence.
- Types of DDP systems now installed or committed.
- Perceived payoffs on existing and planned systems.
- Competition to and from computer services.
- Compatibility problems and solutions.
- AT&T and IBM Scenarios.
- Impact of corporate organization on DDP.



- IBM SCENARIOS/IMPACT ON REMOTE COMPUTING SERVICES

In this project, INPUT postulated a series of scenarios regarding IBM's position in the data processing and communications industry ten years out, and examined the impact of each scenario on remote computing services.

- PLUG COMPATIBLE MAINFRAMES: NEW HARDWARE ECONOMICS

In this study, INPUT analyzed the impact of new product introductions by Amdahl, Intel, and CDC upon IBM's large mainframe business.

- DATA BASE MANAGEMENT SYSTEMS SERVICES

This project examined the market outlook for remote computer services offerings based on the use of Data Base Management Systems. These services are expected to exert a strong competitive influence on the development of the DDP concept.

- DATA BASE MANAGEMENT ENGINE

This study analyzed the utility of a hardware implemented relational data model based system in DDP and non-DDP environments.

- ECONOMICS OF COMPUTER/COMMUNICATIONS NETWORKS

This study analyzed the economic trade-offs of multiple stand alone installations in comparison to hierarchical network structures.

- EDP PLANS & BUDGETS, 1977

This study analyzed the short term (1 year) plans of 125 large company EDP departments. Several DDP installations in place or in the planning stage were identified.



CONFIDENTIALITY

- All material associated with the project will be treated as proprietary and confidential to IBM as provided for in the RFP. Attached to this proposal and made a part of it are the INPUT/IBM confidentiality agreement and a copy of INPUT's standard employment agreement form which is signed by all employees.

FEE AND PAYMENT TERMS

- The fee for the study as proposed is \$100,000. Of this amount \$20,000 has been allocated for travel, telephone, report preparation, and other out-of-pocket expenses. Should actual expenses exceed this amount, IBM will be expected to reimburse INPUT for the excess over \$20,000 up to a maximum of \$10,000.
- Of the total fee, \$50,000 is due upon authorization of the project. The balance plus expenses will be due upon completion.



- VALUE ADDED NETWORK SERVICES (VANS)

This multiclient study, now nearing completion, deals with the future of VANS. Such services will have a significant impact on the development of DDP because they will address such problems as hardware compatibility and will reduce communications costs.

- THE IBM SERIES/I

In this study, INPUT forecasts that the new Series/I will have a significant impact on the minicomputer industry and will eventually become a key element in IBM's concept of DDP.

- INDUSTRY STUDIES

INPUT has carried out several vertical industry studies in the past two years and has others in progress. In the course of doing each industry study, questions dealing with the use of minicomputers and, by inference, DDP were included. Industries covered include:

- | | |
|--------------------------|------------------------|
| - Health Services | - Utilities |
| - Discrete Manufacturing | - Wholesale |
| - Petroleum | - Food Processing |
| - Savings & Loan | - Engineers/Architects |
| - Banks | - Accountants/Lawyers |

- All INPUT projects rely heavily on direct interviews as the primary source of information. INPUT has compiled over 1,000 questionnaires in 1977 alone and can draw on this base for information in support of the DDP study. These questionnaires will also substantially assist INPUT to select appropriate interview candidates for the DDP study proposed herein.



DISTRIBUTED DATA PROCESSING STUDY

AUTHORIZATION

IBM Corporation hereby authorizes INPUT, a California corporation, to proceed with the work as specified in IBM's RFP No. RSM-006 and INPUT's proposal issued in response to that RFP.

Terms and conditions regarding payments and confidentiality are to be as provided for in the proposal.

AUTHORIZED BY:

ACCEPTED BY:

INPUT





International Business Machines Corporation

P.O. Box 2150
Atlanta, Georgia 30301
404/231-3000

December 16, 1977

Input, Inc.
2180 Sand Hill Road
Suite 320
Menlo Park, CA 94025

Gentlemen:

Subject: Confidential Disclosure Agreement #294

International Business Machines Corporation (hereinafter called IBM) may wish to obtain quotations from and/or to issue to Input, Inc. (hereinafter called Seller) IBM purchase orders and/or contracts for market research. In connection therewith it may be necessary for IBM to disclose to Seller confidential information of IBM.

As a preliminary basis for such details, Seller is requested to enter into this Agreement having the following terms and conditions:

1. IBM may disclose IBM confidential information to Seller either orally or in writing (including graphic material). When disclosed in writing, the information will be labeled "IBM CONFIDENTIAL". When disclosed orally, such information will be identified as "IBM CONFIDENTIAL" at the time of disclosure, with subsequent confirmation in writing referencing the data and type of information disclosed. Seller agrees to clearly label as "IBM CONFIDENTIAL" all information reduced to writing by Seller as a result of such oral disclosures.
2. Seller shall hold in trust and confidence for IBM all IBM confidential information and Seller shall not disclose to any other person or use such information for any purpose other than to prepare a response to any IBM Request for Quotation or to perform work for IBM as may be subsequently ordered. Seller shall not make any copies of IBM confidential information. If copies are necessary, Seller shall request them from the IBM purchasing representative. It is to be understood that by disclosing this information to Seller, IBM does not grant any express, implied or other license or right to Seller under patents of IBM.



3. IBM confidential information shall mean all information identified as confidential and disclosed by IBM to Seller or obtained by Seller from IBM which relates to IBM past, present or future research, development or business activities.
4. Seller shall not disclose confidential information to subcontractors nor subcontract any part of the work covered by purchase orders issued by IBM without first obtaining written consent from IBM.
5. Seller's obligations regarding IBM confidential information shall not apply to information which was already known to Seller prior to disclosure of it to Seller by IBM, which is or becomes publicly available, which is rightfully received by Seller from third parties without accompanying secrecy obligations, which is independently developed by Seller or which is approved in writing by IBM for Seller to release.
6. Seller shall disclose IBM's confidential information only to Seller's employees having a need-to-know and shall segregate such information at all times from the confidential material of others so as to prevent any commingling. IBM and Seller may negotiate a mutually agreeable amount, if any, to be paid to Seller for all reasonable costs to be directly incurred by Seller and associated with this segregation. All costs in this category must be agreed to by IBM in writing prior to any such expenditure by Seller for which IBM will be obligated to pay.
7. Seller shall maintain a written agreement with each of Seller's employees sufficient to enable Seller to comply with the terms of this Agreement.
8. Seller shall secure documents, items of work in process and work products that embody IBM confidential information in locked files or areas providing restricted access to prevent its unauthorized disclosure.
9. Seller shall maintain adequate procedures to prevent loss of any IBM confidential documents. In the event of any loss, Seller shall notify IBM immediately.



10. Seller agrees to maintain one hundred per cent (100%) accountability of goods (work in process, finished goods and scrap parts) at all times. This is applicable both to goods consigned by IBM and to goods which are manufactured for IBM. Seller shall notify IBM of loss of any items. Seller shall send all scrap to IBM at no charge (except for cost of transportation) at the same time shipment of acceptable goods is made.
11. All goods produced against an IBM purchase order shall become the property of IBM. Manufacture of excess quantities over that authorized in the applicable purchase orders shall be avoided. Should an "overrun" condition exist, Seller shall notify IBM for instructions on disposition of excess goods.
12. Seller shall return to IBM all IBM confidential information upon request by IBM.
13. If Seller is awarded a purchase order for any of the work contemplated herein, the terms and conditions of this Agreement shall govern in the event of any conflict with the terms of such IBM purchase order or other contract document.
14. IBM does not wish to receive confidential information of the Seller, and any information disclosed by the Seller to IBM shall not be deemed confidential, and IBM will not be obligated to retain any such information in confidence.
15. The term of this Agreement shall be for one year beginning 12-19-77 and ending 12-18-78 provided however, that either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice.
16. The provisions of this Agreement shall survive and continue after expiration or termination of the Agreement with respect to any IBM confidential information disclosed to or obtained by Seller prior to the date of such expiration or termination, or disclosed to or obtained by Seller subsequent thereto under any purchase orders in effect on such date of expiration or termination.



Input, Inc.
December 16, 1977
Page 4

If the above terms and conditions are acceptable to Seller, an authorized representative is requested to indicate acceptance thereof by signing and returning one copy of this agreement.

Yours truly,

INTERNATIONAL BUSINESS
MACHINES CORPORATION

BY:

TITLE: PROCUREMENT MANAGER

DATE:

12-16-77

ACCEPTED AND AGREED TO:

INPUT, INC.

BY:

TITLE:

DATE:

P. C. Cunningham
PRESIDENT
12/20/77



AGREEMENT FOR EMPLOYMENT

Agreement made this _____ day of _____, 19____, between
INPUT, a California corporation and hereinafter called "INPUT",
and _____, hereinafter called "Employee".

1. Purpose. INPUT is desirous of employing Employee and Employee is desirous of being employed by INPUT. In consideration of the premises, INPUT and Employee hereby agree as follows:

2. Term. The term of this Agreement shall be from _____, 19____, to termination of employment as defined herein.

3. Confidentiality of Information.

a) In order that Employee may perform his function, INPUT may disclose to Employee certain confidential information relating to INPUT's past, present, or future research, marketing, development or business activities.

b) Except as required by his duties hereunder, Employee will never, directly or indirectly, use, disseminate, lecture upon, publish, or disclose in any way, any of the confidential information disclosed to Employee or obtained by Employee through research or other means pursuant to the employment provided hereunder.

c) Upon termination of employment, Employee shall return to INPUT all documents, records, notebooks, and similar repositories of, or containing, confidential information disclosed to him or obtained by him pursuant to his employment hereunder and described in paragraph "a" of this section.

d) Employee shall promptly disclose to any person designated by INPUT all inventions, improvements, designs, ideas, and suggestions,



whether patentable or not, and all copyrightable material (hereinafter collectively called "inventions and ideas") made, conceived, or composed by Employee, jointly or solely, in the course of, or relating to, Employee's employment by INPUT. Employee shall, upon request by INPUT, assign to INPUT, or its successors or assigns, all such inventions and ideas, and the same shall become and remain INPUT's exclusive property, whether or not patent applications or copyright registrations are filed thereon. Employee shall provide all reasonable assistance to INPUT in connection with the preparation or prosecution of any such patent application or copyright registration. Employee's obligations under this section shall survive and continue after the termination of this Agreement with respect to inventions and ideas made, conceived, or composed during the time of this Agreement.

4. Right to be Employed by INPUT. Employee hereby warrants that he is not subject to any restrictions or incapacities which would prevent him from entering into or carrying out any of the provisions of this Agreement.

5. Other Work. Employee agrees that he will not undertake any other outside employment, consulting, or work of any nature without the express written consent of INPUT.

6. Local and International Laws. Employee agrees that he will, at all times, comply with all applicable federal, state and local laws and regulations.



7. Termination. Either party may terminate this agreement by sending written notice of such termination to the other party not less than fifteen days prior to such termination. Such notice shall be ineffective until received and shall be addressed to Employee at _____

_____ or to INPUT at 2180 Sand Hill Road, Suite 320, Menlo Park, California 94025, or at such subsequent addresses as directed by the parties hereto.

8. Ownership. All work performed by Employee under this agreement will become the sole property of INPUT.

9. General Provisions.

- a) The term 'Agreement', as used herein, shall include any further written amendments, modifications, or supplements hereto.
- b) This Agreement will inure to the benefit of the successors or assigns of INPUT.
- c) If any of the provisions of this Agreement are determined to be invalid, they are, to that extent, omitted and the remaining provisions shall be enforceable.
- d) The failure of either party to require performance by the other party of any obligation hereunder shall not affect the right to require full performance of such obligation at any time thereafter.
- e) The validity, interpretation, and performance of this Agreement will be controlled by, and construed under, the laws of the State of California.
- f) The use of a masculine term includes the feminine term where appropriate.

Signed as of the day and year first written above.

Signed at _____

Signed at _____

EMPLOYEE:

INPUT:

by _____

by _____



I N V O I C E

TO: IBM Corporation
1150 Eglinton Ave. East
Toronto, Ontario, Canada M SC 1147

ATTENTION: Mr. Sam Blatt

INVOICE NO. 80913

PROJECT CODE: X-VAN, Y-AAA

August 31, 1978

FOR: ONE COPY OF VALUE ADDED NETWORKS \$50.00
ONE COPY OF VOL. I DISTRIBUTED DATA PROCESSING . \$50.00
ONE COPY OF VOL.II DISTRIBUTED DATA PROCESSING . \$50.00

TOTAL AMOUNT DUE \$150.00
(IN U.S. DOLLARS)

THANK YOU!



ORDER/INVOICE/FULFILLMENT

☒ New Order (for custom, establish proj. ID)

☒ Cut Invoice

By CEH Date 8/31/78

☐ Continuation

☐ Fulfillment Only

Sales Resp ESL

Assist _____

Subs (New)	<input type="checkbox"/>	Proj ID	Title or Description	Amount
Subs (Renew)	<input type="checkbox"/>	<u>VAN</u>	<u>Value Added networks</u>	<u>50</u>
Multiclient	<input type="checkbox"/>			
Report	<input type="checkbox"/>	<u>Y-AAA</u>	<u>IBM on DDP 1 vol.</u>	<u>50</u>
Custom	<input type="checkbox"/>		<u>1 vol.</u>	<u>50</u>
Copies	<input type="checkbox"/>			

Client Authorization: P.O. ☐ # _____ INPUT Contract ☐ Verbal ☐ Letter ☐

Attach all authorizing documents to white (contract) copy. telon ely Hendrickson

INVOICE TO:

Name MR. SAM BLATT
 Title _____
 Company IBM Corporation
 Address 1150 Eglinton Ave. East
Toronto, Ontario Canada
 Phone M SC. 1147

SHIP TO: (if different)

Name _____
 Title _____
 Company same
 Address _____
 Phone _____

☐ Check here if more than one shipping address and at each additional names and addresses to green (fulfillment) copy.

Invoice to read for one copy of Value Added Networks ...
for 1 copy of Vol I Distributed Data Processing ...
for 1 copy of Vol II Distributed Data Processing ...

Special instructions for handling, billing, staggered or delayed payments, etc.

already shipped VAN
need to ship DDP for IBM
in U.S. Dollars

FULFILLMENT RECORD

Item Description or Title	No.	By	Date	Item Description or Title	No.	By	Date
<u>VAN</u>	<u>1</u>	<u>GF</u>	<u>8/31/78</u>				
<u>YAAA Vol I</u>	<u>1</u>						
<u>Vol II</u>	<u>1</u>						

• White Contract • Green Fulfillment • Yellow Invoice • Pink Mail List • Goldenrod Originator

Invoice Comp.

By CEH Date 8/31/78

I N V O I C E

TO: IBM Corporation
General Systems Division
P.O. Box 2150
Atlanta, GA. 30301

ATTENTION: Mr. Ronald S. Mills
Contract Specialist

INVOICE NO. 80720

PROJECT CODE: Y-AAA

July 17, 1978

FOR: SECURITY FILE \$564.87

TOTAL DUE . . . \$564.87

THANK YOU!

STATE OF NEW YORK

IN SENATE,
January 1, 1907.
REPORT
OF THE

COMMISSIONERS OF THE
LAND OFFICE.

1907.

ALBANY:

1907.

NEW YORK:

1907.

1907.

1907.

1907.

1907.

1907.

July 17, 1978

Mr. Ronald S. Mills
Contract Specialist
IBM Corporation
General Systems Division
P.O. Box 2150
Atlanta, Ga. 30301

Dear Mr. Mills:

Pursuant to your recent conversation with Stan Mantell, I am enclosing an invoice and copy of the receipt for the security film which we obtained to meet the requirements of the recent study completed for IBM/GSD.

Please let me know if there is anything else we need to do in this matter.

Very truly yours,

Michael P. Burwen
Vice President

MPB/ceh

enclosure

1977-1978

1977-1978

1977-1978

1977-1978

1977-1978

1977-1978

1977-1978

1977-1978

1977-1978

1977-1978

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1977-1978

ORDER/INVOICE/FULFILLMENT

☒ New Order (for custom, establish proj. ID)☒ Cut InvoiceBy MPB Date 7/17/78☐ Continuation☐ Fulfillment OnlySales Resp MPB

Assist _____

Subs (New)	<input type="checkbox"/>	Proj ID	Title or Description	Amount
Subs (Renew)	<input type="checkbox"/>			
Multiclient	<input type="checkbox"/>	<u>Y-AAA</u>	<u>SECURITY FILE</u>	<u>\$564.87</u>
Report	<input type="checkbox"/>			
Custom	<input checked="" type="checkbox"/>			
Copies	<input type="checkbox"/>			

Client Authorization: P.O. ☒ # _____ INPUT Contract ☐ Verbal ☐ Letter ☐

Attach all authorizing documents to white (contract) copy.

INVOICE TO:

Name ATTN: R.S. MILLS
 Title CONTRACT ~~OFFICE~~ ADMIN
 Company IBM Corp.
 Address GENERAL SYSTEMS DIVISION
P.O. BOX 2150
 Phone ATLANTA, GA 30301

SHIP TO: (if different)

Name _____
 Title _____
 Company _____
 Address _____
 Phone _____

☐ Check here if more than one shipping address and attach additional names and addresses to green (fulfillment) copy.Invoice to read FOR: SECURITY FILE - - - - \$564.87

Special instructions for handling, billing, staggered or delayed payments, etc.

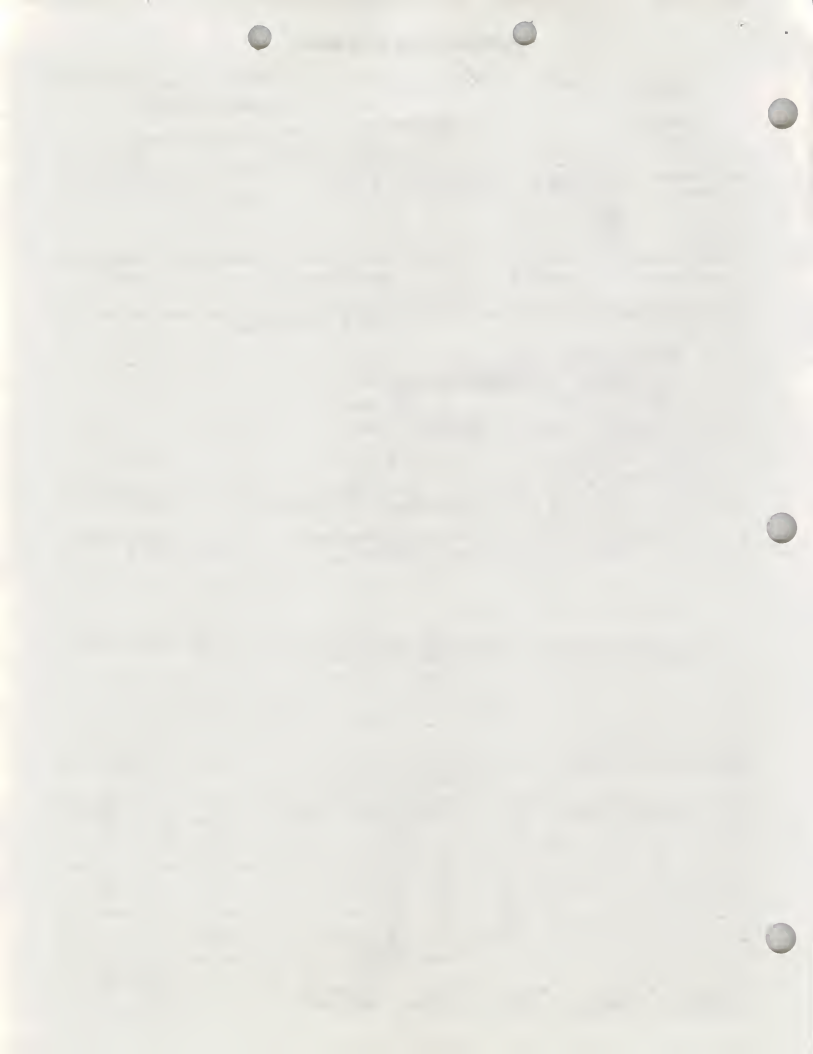
FULFILLMENT RECORD

Item Description or Title	No.	By	Date	Item Description or Title	No.	By	Date

Invoice Comp.

• White Contract • Green Fulfillment • Yellow Invoice • Pink Mail List • Goldenrod Originator

By CEH Date 7/17/78



JAN. 23 1978



OFFICE EQUIPMENT, INC.

1737 JUNCTION AVENUE - SAN JOSE, CALIF. 95112
TELEPHONE (408) 998-2200

Invoice Number

S 5792

Invoice Date 1/20/78

Customer Code 13990

S . Input
D . 2180 Sand Hill Road
T . Menlo Park, CA 94025
O .

S . SAME Deliver 1/19-78
I . Attn: Pat Cunningham or Nancy Hill
P .
T .
O .

1. The undersigned Seller agrees to sell and the undersigned Purchaser hereby accepts and agrees to purchase, subject to the terms and conditions hereinafter set forth, the property described in the following schedule, for the price therein indicated.

ORDER DATE		CUSTOMER ORDER NO.		DATE SHIPPED		SHIP VIA		SALESMAN		TERMS: NET 10 EOM	
1-18-78		Pat Cunningham		stock				90			
QUANTITY			MAKE	CATALOG NO.	DESCRIPTION		SELLING PRICE	EXTENSION			
ORDERED	RECEIVED	BACK ORDERED									
1	lea		Schwab	4-CFD	Fire resistant file, 4-drawer legal with lock, tan.		499.88	499	88		
					Delivery Charge		35.00	35	00		

2. SELLER retains title to the property described in paragraph 1 until the property, including services connected with the sale of that property, shall have been paid for in full.
3. The PURCHASER represents that the goods purchased hereunder are not purchased to be used for personal, family, household or agricultural purposes.

4. The SELLER reserves the security interests in the property described in paragraph 1, including all accessions and replacements of them, to secure performance of all the buyer's obligations arising under this contract. 5. PURCHASER shall: (a) pay all personal property taxes assessed against the property; (b) insure the property against loss by fire or other causes, in the amount of the cash sale price herein, naming SELLER as an additional insured; (c) maintain and preserve the property in good condition and repair; 6. PURCHASER shall not; (a) remove the property from the above address without the prior written consent of SELLER; (b) allow any liens to be placed or asserted against the property; (c) sell, assign, lease or otherwise dispose of the property; (d) affix the property or any part thereof, to real property in such a manner that it becomes a part thereof, or a fixture. 7. PURCHASER acknowledges that the property is in good condition and free from any defects. 8. Upon maturity of this contract, all sums due and unpaid shall bear interest at the PURCHASER'S promise to take possession of the goods. If this contract is referred to an attorney for collection, PURCHASER shall pay reasonable attorney's fees, PURCHASER shall pay actual and reasonable costs of collection occasioned by PURCHASER'S; (a) removal of the goods from the State of California, without the written permission of SELLER or its assignee; (b) failure to notify SELLER or its assignee of any changes of residence; (c) failure to communicate with SELLER or its assignee for a period of 45 days after any default under the contract.

KBM OFFICE EQUIPMENT, INC.

RECEIPT OF A COPY OF THIS CONTRACT AND THE ABOVE MERCHANDISE IS HEREBY ACKNOWLEDGED BY PURCHASER.

By

Bob Wallis

SELLER

PURCHASER'S SIGNATURE

NOTICE TO PURCHASER: (1) Do not sign this agreement before you read it or if it contains any blank space. (2) You are entitled to a completely filled in copy of this agreement.

ORIGINAL INVOICE

103	Total Merchandise	499	88
055	6% Sales Tax	29	99
114	Freight	35	00
113	Labor		
TOTAL INVOICE		564	87





Contract # 122

Purchase Order

No.	DATE
216025	9/06/8

SEP. 1 2 1978

SUPPLIER:

INPUT
2180 SAND HILL ROAD
SUITE 320

MENLO PARK CA 94025

SHIP TO:

SERVICE

IMPORTANT

SHOW OUR COMPLETE ORDER AND ITEM NO.(S) ON
ALL INVOICES AND PACKING SLIPS.

SEND INVOICE TO:

IBM CORPORATION
ACCOUNTS PAYABLE
P. O. BOX C-1646
ATLANTA, GA. 30301

(BILL ALL APPLICABLE SALES AND USE TAX.)

TRANSPORTATION ROUTING GUIDELINES
(Do not insure or declare value)

0-99 lbs. United Parcel Service, if available. If not,
0-40 lbs. Parcel Post (Zones 1-8) up to \$500 value.
All other Ship as indicated in "ship via" block.

TRANSPORTATION CHARGES APPEARING ON SELLER'S INVOICE
MUST BE SUPPORTED BY PAID FREIGHT BILL OR EQUIVALENT
SEE TRANSPORTATION INSTRUCTIONS ON REVERSE SIDE.

CORP. CONTRACT NO.

F.O.B.

TERMS

SHIP VIA

NET 30

ITEM NO.	DESCRIPTION	DELIVERY DUE DATE	QUANTITY	UNIT OF MEASURE	UNIT PRICE	ITEM EXTENSION
1	SECURITY FILE * THIS CONFIRMS OUR VERBAL ORDER, DO NOT DUPLICATE. * PRICING IS IN ACCORDANCE WITH YOUR QUOTATION.	9/01/8	1	EACH	564.870	564.8

SUBJECT TO THE TERMS AND CONDITIONS ON THE BACK HEREOF AND
AS MAY BE ATTACHED HERETO WHICH ARE INCORPORATED AND
MADE A PART HEREOF

COMMITMENT

564.8

STANDARD TERMS AND CONDITIONS

IBM EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS SET FORTH
ON THE FACE AND REVERSE SIDE OF THIS PURCHASE ORDER AND ANY ATTACHMENTS HERETO

PURCHASE ORDER CONSTITUTES COMPLETE AGREEMENT	The Purchase Order, including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete and final agreement between International Business Machines Corporation (IBM) and Seller. Reference to Seller's bids or proposals, if noted on this Order, shall not affect terms and conditions hereof, unless specifically provided to the contrary herein, and no other agreement or quotation in any way modifying any of said terms and conditions will be binding upon IBM unless made in writing, and signed by IBM's authorized representative.
ADVERTISING	Seller shall not, without first obtaining the written consent of IBM, in any manner advertise, publish, or otherwise disclose the fact the Seller has furnished, or contracted to furnish to IBM, the material and/or services ordered hereunder.
APPLICABLE LAW	The agreement arising pursuant to this Order shall be governed by the laws of the State of New York. Any rights, remedies, and warranties, not inconsistent herewith, available to IBM by operation of law, may only be waived or modified in writing by IBM in a supplement to this Order.
ASSIGNMENT AND SUBCONTRACTS	Seller shall not assign the accounts receivable or subcontract this Order or any right or obligation thereunder, without the written consent of IBM. Purchases of parts and materials normally purchased by Seller or required by this Order shall not be construed as assignments or subcontracts.
CASH DISCOUNT OR PAYMENT PERIOD	Calculations will be from the date an acceptable invoice is received by IBM. Any other arrangements agreed upon must appear on this Order and on the invoice.
CONFIDENTIAL INFORMATION	Seller agrees not to disclose to any person outside of its employ, and not to use for any purpose other than to fulfill its obligations under this Order, any information received from IBM pursuant to this Order which has been disclosed to Seller by IBM in confidence, and which is not otherwise publicly available. Upon termination of this Order, Seller agrees to return to IBM upon request, all drawings, blueprints, descriptions or other material received from IBM and all materials containing said confidential information. Seller further agrees not to disclose to IBM any information which Seller deems to be confidential, and it is understood that any information received by IBM will not be of a confidential nature.
GIFTS	Seller shall not make or offer gifts or gratuities of any type to IBM employees or members of their families. Such gifts or offerings may be construed as Seller's attempt to improperly influence our relationships.
IBM PARTS	All parts and components consigned by IBM to Seller for incorporation in work being performed for IBM shall be used solely for such purposes.
OFF-SPECIFICATION	Seller shall obtain from IBM written approval of all off-specification work.
PACKAGES	Packages must bear IBM's order number and show gross, tare, and net weights and/or quantity. No charge for packaging will be allowed by IBM unless other wise agreed.
PATENTS	Seller will settle or defend at Seller's expense (and pay any damages, costs or fines resulting from) all proceedings or claims against IBM, its subsidiaries and affiliates and their respective customers, for infringement or alleged infringement by the goods furnished under this Order, or any part or use thereof, of patents (including utility models and registered designs) now or hereafter granted in the United States or in any country where Seller, its subsidiaries or affiliates heretofore has furnished similar goods. Seller will, at IBM's request, identify the countries in which Seller, its subsidiaries or affiliates, heretofore has furnished similar goods.
PRICE	If price is not stated on this Order, Seller agrees to invoice at lowest prevailing market price.
QUALITY	Material is subject to IBM's inspection and approval within a reasonable time after delivery. If specifications are not met, material may be returned at Seller's expense and risk for all damages incidental to the rejection. Payment shall not constitute an acceptance of the material nor impair IBM's right to inspect or any of its remedies.
SHIPMENT	Shipment must be made within the time stated on this Order, failing which IBM reserves the right to purchase elsewhere and charge Seller with any loss incurred, unless delay in making shipment is due to unforeseeable causes beyond the control, and without the fault or negligence, of Seller.
TAXES	Seller agrees to pay any taxes imposed by law upon or on account of the material ordered hereunder unless otherwise agreed.
TOOLS	IBM owned tools held by Seller are to be used only for making parts for IBM. Tools of any kind held by Seller for making IBM's parts must be repaired and re-tuned by Seller at Seller's expense.
TRANSPORTATION	Routing—As indicated in transportation routing guidelines on face of this Order. F O B —Unless otherwise specified, ship collect, F O B origin. Prepaid Transportation (when specified)—Charges must be supported by a paid freight bill or equivalent. Carriage—No charge allowed unless authorized by IBM. Premium Transportation—No charge allowed unless authorized by IBM. Insurance—No charge allowed unless authorized by IBM. Consolidation—Unless otherwise instructed, consolidate all daily shipments to one destination on one bill of lading.
COMPLIANCE WITH LAWS AND REGULATIONS	Seller agrees at all times to comply with all applicable Federal, State and local laws, rules and regulations.
Equal Employment Opportunity	There are incorporated in this Order the provisions of Executive Order 11246 (as amended) of the President of the United States on Equal Employment Opportunity and the Rules and Regulations issued pursuant thereto with which the Seller represents that he will comply, unless exempted.
Small Business, Labor Surplus, Minority Business Enterprises, Handicapped and Listing of Employment Openings Programs	There are incorporated in this Order the following provisions of Federal Procurement Regulations as they apply to performing work or rendering services under Government procurement contracts: Utilization of Small Business Concerns (if in excess of \$10,000) (FPR 1-1.710-3(a)), Small Business Subcontracting Program (if in excess of \$500,000) (FPR 1-1.710-3(b)), Utilization of Labor Surplus Area Concerns (if in excess of \$10,000) (FPR 1-1.805-3(a)), Labor Surplus Area Subcontracting Program (if in excess of \$500,000) (FPR 1-1.805-3(b)), Utilization of Minority Business Enterprises (if in excess of \$10,000) (FPR 1-1.1310-2(a)), Minority Business Enterprises Subcontracting Program (if in excess of \$500,000) (FPR 1-1.1310-2(b)), Employment of the Handicapped (if in excess of \$2,500) (FPR 1-1.1304-1), Listing of Employment Openings (if in excess of \$10,000) (FPR 1-1.1210-2).
Wages and Hours	Seller warrants that in the performance of this Order he has complied with all of the provisions of the Fair Labor Standards Act of 1938 of the United States as amended.
Workman's Compensation and Disability Benefits Insurance	If seller does not have Workman's Compensation or Disability Benefits Insurance, Seller agrees to indemnify IBM against all damages sustained by IBM resulting from Seller's failure to have such insurance.

INVOICE

TO: I.B.M. CORPORATION
P.O. Box 2150
Atlanta, GA. 30301

ATTENTION: Mr. W.A. Van Valkenburgh, Jr.

INVOICE NO. 80631

PROJECT CODE: Y-AAA

June 16, 1978

FOR: 10 COPIES OF VOL.I DDP and 5 COPIES OF
VOL.II DDP @\$50.00 per copy. \$750.00

SHIPPING CHARGES (per your instructions,
Air Mail Special Delivery 1 copy of Vol.I
and 1 copy of Vol.II to E.L. Wilhoit on
6-12-78) \$ 9.00

TOTAL DUE \$759.00

Thank You!

STATE OF NEW YORK

IN SENATE
JANUARY 1, 1901

REPORT OF THE

COMMISSIONER

OF THE

LAND OFFICE

ALBANY: PUBLISHED BY THE STATE OF NEW YORK
1901

PRINTED BY THE STATE OF NEW YORK
1901

1901

1901

1901

1901

1/47



(Hw)



ORDER/INVOICE/FULFILLMENT

☒ New Order (for custom, establish proj. ID)☐ Cut InvoiceBy CEH Date 6/12/78☐ Continuation☐ Fulfillment OnlySales Resp SK

Assist _____

Subs (New)	<input type="checkbox"/>	Proj ID	Title or Description	Amount
Subs (Renew)	<input type="checkbox"/>			
Multiclient	<input type="checkbox"/>	Y-AAA		
Report	<input type="checkbox"/>			
Custom	<input checked="" type="checkbox"/>			
Copies	<input type="checkbox"/>			

Client Authorization: P.O. ☒ # _____ INPUT Contract ☐ Verbal ☐ Letter ☐

Attach all authorizing documents to white (contract) copy.

INVOICE TO:

Name Mr. W. A. Van Valkenburg Jr.
 Title _____
 Company IBM CORPORATION
 Address P.O. Box 2150
Atlanta, GA 30301
 Phone _____

SHIP TO: (if different)

Name E. L. Wilhoit
 Title _____
 Company F.B.M. Corporation
 Address Old Orchard Road
(1A21 Valhalla)
 Phone Armonk, N.Y. 10504

#1 only

☐ Check here if more than one shipping address and attach additional names and addresses to green (fulfillment) copy.

Invoice to read FOR: 10 copies of Vol. I DDP and 5 copies
of Vol. II DDP @ \$50.00 per volume
Total due = \$750.00
+ 9.00 AIR SPECIAL DEL.

Special instructions for handling, billing, staggered or delayed payments, etc.

AIR-MAIL SPECIAL 1 vol. of each; rest to follow
regular way - billing instructions per P.O. to follow

FULFILLMENT RECORD

Item Description or Title	No.	By	Date	Item Description or Title	No.	By	Date
DDP Vol 1	1	CEH	6/12				
DDP Vol 2	1	CEH	6/12				
* DDP Vol I	9						
* DDP Vol II	4						
* to Van Valkenburg							

● White
Contract● Green
Fulfillment● Yellow
Invoice● Pink
Mail List● Goldenrod
Originator

Invoice Comp.

By CEH Date 6/16/78

see bill to address



SY KAUFMAN
PRINCIPAL

Additional copies of books

10 copies of Vol. I

5 " " " II

Spa
Volume

750.00

~~Ernie Wilhoit~~

E. L. Wilhoit

IBM Corp.

Old Orchard Rd.

(1A21 Valhalla)

Armonk, N.Y. 10504

Air Mail Special

part of 10 + 5



IBM*Contract file*

Purchase Order

No.

196691

DATE

6/20/8

JUN. 23 1978

SUPPLIER:

INPUT
2180 SAND HILL ROAD
SUITE 320

MENLO PARK CA 94025

SHIP TO:

IBM CORPORATION
RECEIVING DOCK
4111 NORTHSIDE PKWY, N.W.
ATLANTA, GA. 30327

IMPORTANT

SHOW OUR COMPLETE ORDER AND ITEM NO.(S) ON
ALL INVOICES AND PACKING SLIPS.

SEND INVOICE TO:

IBM CORPORATION
ACCOUNTS PAYABLE
P. O. BOX C-1646
ATLANTA, GA. 30301

(BILL ALL APPLICABLE SALES AND USE TAX.)

TRANSPORTATION ROUTING GUIDELINES

(Do not insure or declare value)

0-99 lbs.

United Parcel Service, if available. If not,

0-40 lbs.

Parcel Post (Zones 1-8) up to \$500 value.

All other

Ship as indicated in "ship via" block.

TRANSPORTATION CHARGES APPEARING ON SELLER'S INVOICE
MUST BE SUPPORTED BY PAID FREIGHT BILL OR EQUIVALENT
SEE TRANSPORTATION INSTRUCTIONS ON REVERSE SIDE.

CORP. CONTRACT NO.

F.O.B.

TERMS

SHIP VIA

ORIGIN - PPD AND ADD

NET 30

UPS

ITEM NO.	DESCRIPTION	DELIVERY DUE DATE	QUANTITY	UNIT OF MEASURE	UNIT PRICE	ITEM EXTENSION
1	VOLUME 1, DDP STUDY	7/10/8	10	EACH	50.000	500.00
2	VOLUME 2, DDP STUDY	7/10/8	5	EACH	50.000	250.00
* THIS CONFIRMS OUR VERBAL ORDER, DO NOT DUPLICATE.						

SUBJECT TO THE TERMS AND CONDITIONS ON THE BACK HEREOF AND
AS MAY BE ATTACHED HERETO WHICH ARE INCORPORATED AND
MADE A PART HEREOF.

COMMITMENT

750.

Carroll

STANDARD TERMS AND CONDITIONS

IBM EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS SET FORTH
ON THE FACE AND REVERSE SIDE OF THIS PURCHASE ORDER AND ANY ATTACHMENTS HERETO

PURCHASE ORDER CONSTITUTES COMPLETE AGREEMENT	This Purchase Order, including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete and final agreement between International Business Machines Corporation (IBM) and Seller. Reference to Seller's bids or proposals, if noted on this Order, shall not affect and conditions will be binding upon IBM unless made in writing, and signed by IBM's authorized representative.
ADVERTISING	Seller shall not, without first obtaining the written consent of IBM, in any manner advertise, publish, or otherwise disclose the fact the Seller has furnished, or contracted to furnish to IBM, the material and/or services ordered hereunder.
APPLICABLE LAW	The agreement arising pursuant to this Order shall be governed by the laws of the State of New York. Any rights, remedies, and warranties, not inconsistent herewith, available to IBM by operation of law, may only be waived or modified in writing by IBM in a supplement to this Order.
ASSIGNMENT AND SUBCONTRACTS	Seller shall not assign the accounts receivable or subcontract this Order or any right or obligation thereunder, without the written consent of IBM. Purchases of parts and materials normally purchased by Seller or required by this Order shall not be construed as assignments or subcontracts.
CASH DISCOUNT OR PAYMENT PERIOD	Calculations will be from the date an acceptable invoice is received by IBM. Any other arrangements agreed upon must appear on this Order and on the invoice.
CONFIDENTIAL INFORMATION	Seller agrees not to disclose to any person outside of its employ, and not to use for any purpose other than to fulfill its obligations under this Order, any information received from IBM pursuant to this Order which has been disclosed to Seller by IBM in confidence, and which is not otherwise publicly available. Upon termination of this Order, Seller agrees to return to IBM upon request, all drawings, blueprints, descriptions or other material received from IBM and all materials containing said confidential information. Seller further agrees not to disclose to IBM any information which Seller deems to be confidential, and it is understood that any information received by IBM will not be of a confidential nature.
GIFTS	Seller shall not make or offer gifts or gratuities of any type to IBM employees or members of their families. Such gifts or offerings may be construed as Seller's attempt to improperly influence our relationships.
IBM PARTS	All parts and components consigned by IBM to Seller for incorporation in work being performed for IBM shall be used solely for such purposes.
OFF-SPECIFICATION	Seller shall obtain from IBM written approval of all off-specification work.
PACKAGES	Packages must bear IBM's order number and show gross, tare, and net weights and/or quantity. No charge for packaging will be allowed by IBM unless otherwise agreed.
PATENTS	Seller will settle or defend at Seller's expense (and pay any damages, costs or fines resulting from) all proceedings or claims against IBM, its subsidiaries and affiliates and their respective customers, for infringement or alleged infringement by the goods furnished under this Order, or any part or use thereof, of patents (including utility models and registered designs) now or hereafter granted in the United States or in any country where Seller, its subsidiaries or affiliates heretofore has furnished similar goods. Seller will, at IBM's request, identify the countries in which Seller, its subsidiaries or affiliates, heretofore has furnished similar goods.
PRICE	If price is not stated on this Order, Seller agrees to invoice at lowest prevailing market price.
QUALITY	Material is subject to IBM's inspection and approval within a reasonable time after delivery. If specifications are not met, material may be returned at Seller's expense and risk for all damages incidental to the rejection. Payment shall not constitute an acceptance of the material nor impair IBM's right to inspect or any of its remedies.
SHIPMENT	Shipment must be made within the time stated on this Order, failing which IBM reserves the right to purchase elsewhere and charge Seller with any loss in current, unless delay in making shipment is due to unforeseeable causes beyond the control, and without the fault or negligence, of Seller.
TAXES	Seller agrees to pay any taxes imposed by law upon or on account of the material ordered hereunder unless otherwise agreed.
TOOLS	IBM owned tools held by Seller are to be used only for making parts for IBM. Tools of any kind held by Seller for making IBM's parts must be repaired and renewed by Seller at Seller's expense.
TRANSPORTATION	Routing—As indicated in transportation routing guidelines on face of this Order. F.O.B.—Unless otherwise specified, ship collect, F.O.B. origin. Prepaid Transportation (when specified)—Charges must be supported by a paid freight bill or equivalent. Carriage—No charge allowed unless authorized by IBM. Premium Transportation—No charge allowed unless authorized by IBM. Insurance—No charge allowed unless authorized by IBM. Consolidation—Unless otherwise instructed, consolidate all daily shipments to one destination on one bill of lading.
COMPLIANCE WITH LAWS AND REGULATIONS	Seller agrees at all times to comply with all applicable Federal, State and local laws, rules and regulations.
Equal Employment Opportunity	There are incorporated in this Order the provisions of Executive Order 11246 (as amended) of the President of the United States on Equal Employment Opportunity and the Rules and Regulations issued pursuant thereto with which the Seller represents that he will comply, unless exempted.
Small Business, Labor Surplus, Minority Business Enterprise, Handicapped and Listing of Employment Openings Programs	There are incorporated in this Order the following provisions of Federal Procurement Regulations as they apply to performing work or rendering services under a contract if in excess of \$500,000 (FPR 1-1.710-3(b)), Utilization of Labor Surplus Area Concerns (if in excess of \$10,000) (FPR 1-1.710-3(a)), Small Business Subcontracting Program (if in excess of \$500,000) (FPR 1-1.805-3(b)), Utilization of Minority Business Enterprises (if in excess of \$10,000) (FPR 1-1.1310-2(a)), Minority Business Enterprises Subcontracting Program (if in excess of \$500,000) (FPR 1-1.1310-2(b)), Employment of the Handicapped (if in excess of \$2,500) (FPR 1-12.1304-1), Listing of Employment Openings (if in excess of \$10,000) (FPR 1-12.1102-2).
Wages and Hours	Seller warrants that in the performance of this Order he has complied with all of the provisions of the Fair Labor Standards Act of 1938 of the United States as amended.
Workmen's Compensation and Disability Benefits	If seller does not have Workmen's Compensation or Disability Benefits Insurance, Seller agrees to indemnify IBM against all damages sustained by IBM resulting from Seller's failure to have such insurance.

INVOICE

TO:	I.B.M. CORPORATION P.O. Box 2150 Atlanta, GA. 30301	
ATTENTION:	Mr. W.A. Van Valkenburgh, Jr.	
INVOICE NO.	80621	P.O.# 213267
PROJECT CODE:	Y-AAA	June 12, 1978

FOR:	BALANCE DUE ON "CUSTOM STUDY- DISTRIBUTED DATA PROCESSING". \$50,000.00	
	FINAL REPORT PRESENTATION 6/6,6/7/78. . . \$ 3,750.00	
	ADDITIONAL EXPENSES, PER DISCUSSION BETWEEN MESSRS. VAN VALKENBURGH, JR. AND MANTELL ON 6/8/78. \$10,000.00	
	TOTAL DUE	<u>\$63,750.00</u>

THANK YOU!

ANNOUNCEMENT

THE UNIVERSITY OF
MICHIGAN
LIBRARY

1000 TAPSCOTT DRIVE, ANN ARBOR, MI 48106-1000

DATE: 10/1/88

TO: ALL

FROM: J. L. ...

RE: ...

... ..

... ..

... ..

... ..

... ..

... ..

ORDER/INVOICE/FULFILLMENT

☐ New Order (for custom, establish proj. ID)☒ Cut InvoiceBy SM Date 6/8/78☒ Continuation☐ Fulfillment OnlySales Resp Sh

Assist _____

Subs (New)	<input type="checkbox"/>	Proj ID	Title or Description	Amount
Subs (Renew)	<input type="checkbox"/>			
Multiclient	<input type="checkbox"/>			
Report	<input type="checkbox"/>			
Custom	<input checked="" type="checkbox"/>	<u>YAAA</u>	<u>Distrib Data Proc.</u>	<u>50K</u>
Copies	<input type="checkbox"/>			

Client Authorization: P.O. ☒ # _____ INPUT Contract ☒ Verbal ☐ Letter ☐

Attach all authorizing documents to white (contract) copy.

INVOICE TO:

Name VanVallenburgh
 Title _____
 Company IBM
 Address ATLANTA
 Phone _____

SHIP TO: (if different)

Name _____
 Title _____
 Company _____
 Address _____
 Phone _____

☐ Check here if more than one shipping address and attach additional names and addresses to green (fulfillment) copy.

Invoice to read Balance due on Custom Study:
Distributed Data Processing

Special instructions for handling, billing, staggered or delayed payments, etc.

FULFILLMENT RECORD

Item Description or Title	No.	By	Date	Item Description or Title	No.	By	Date

• White Contract • Green Fulfillment • Yellow Invoice • Pink Mail List • Goldenrod Originator

Invoice Comp.

By CEH Date 6/12/78



ORDER/INVOICE/FULFILLMENT

☐ New Order (for custom, establish proj. ID)

☒ Cut Invoice

By _____ Date 6/8/78

☒ Continuation

☐ Fulfillment Only

Sales Resp S.M.

Assist _____

Subs (New)	<input type="checkbox"/>	Proj ID	Title or Description	Amount
Subs (Renew)	<input type="checkbox"/>			
Multiclient	<input type="checkbox"/>			
Report	<input type="checkbox"/>			
Custom	<input checked="" type="checkbox"/>	<u>YAAA</u>	<u>Distr. Data Process.</u>	<u>3750.⁰⁰</u>
Copies	<input type="checkbox"/>			

Client Authorization: P.O. ☒ # _____ INPUT Contract ☐ Verbal ☒ Letter ☐

Attach all authorizing documents to white (contract) copy.

INVOICE TO:

Name Van Valckenburgh
 Title _____
 Company _____
 Address ATLANTA
 Phone _____

SHIP TO: (if different)

Name _____
 Title _____
 Company _____
 Address _____
 Phone _____

☐ Check here if more than one shipping address and attach additional names and addresses to green (fulfillment) copy.

Invoice to read Final Report presentation
6/6, 6/7/78

Special instructions for handling, billing, staggered or delayed payments, etc.

FULFILLMENT RECORD

Item Description or Title	No.	By	Date	Item Description or Title	No.	By	Date

Invoice Comp.

By CEH Date 6/12/78

• White Contract • Green Fulfillment • Yellow Invoice • Pink Mail List • Goldenrod Originator



ORDER/INVOICE/FULFILLMENT

☐ New Order (for custom, establish proj. ID)

☒ Cut Invoice

By S.M. Date 6-8-78

☐ Continuation

☐ Fulfillment Only

Sales Resp S.M.

Assist _____

Subs (New)	<input type="checkbox"/>	Proj ID	Title or Description	Amount
Subs (Renew)	<input type="checkbox"/>	<u>Y-AAA</u>	<u>DDP.</u>	<u>\$10,000.⁰⁰</u>
Multiclient	<input type="checkbox"/>			
Report	<input type="checkbox"/>			
Custom	<input checked="" type="checkbox"/>			
Copies	<input type="checkbox"/>			

Client Authorization: P.O. ☐ # _____ INPUT Contract ☐ Verbal ☒ Letter ☐

Attach all authorizing documents to white (contract) copy.

INVOICE TO:

Name CAP. V. Valkenburgh
 Title _____
 Company IBM
 Address _____
 Phone A+Hauter

SHIP TO: (if different)

Name _____
 Title _____
 Company _____
 Address _____
 Phone _____

☐ Check here if more than one shipping address and attach additional names and addresses to green (fulfillment) copy.

Invoice to read Additional Expenses, per discussion between Messrs. Van Valkenburgh and Wanstall on 6/8/78.

Special instructions for handling, billing, staggered or delayed payments, etc.

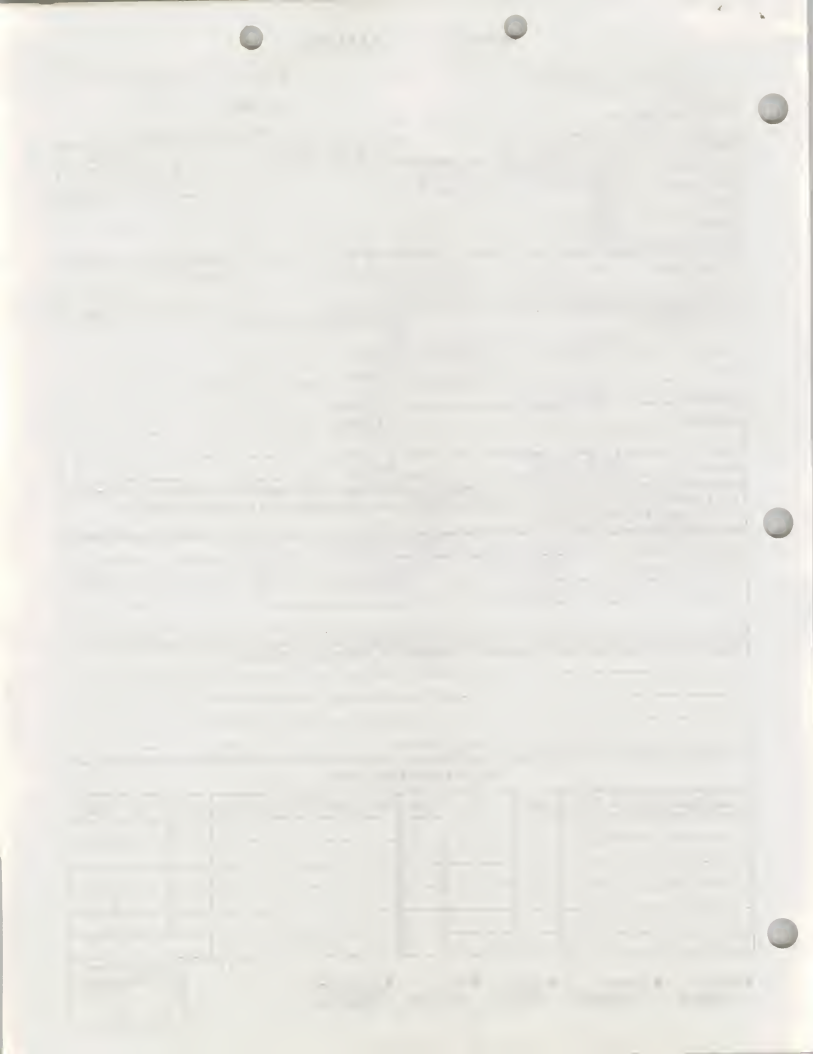
FULFILLMENT RECORD

Item Description or Title	No.	By	Date	Item Description or Title	No.	By	Date

Invoice Comp.

By CEH Date 6/12/78

• White Contract • Green Fulfillment • Yellow Invoice • Pink Mail List • Goldenrod Originator



I N V O I C E

TO: ATTENTION: ACCOUNTS PAYABLE
IBM CORPORATION
GENERAL SYSTEMS DIVISION
ATLANTA, GA 30301

INVOICE NO. 80209

RE: Y-AAA/P.O.# 213267

February 3, 1978

FOR: INITIAL PAYMENT FOR CUSTOM STUDY OF DISTRIBUTED DATA
PROCESSING \$50,000.00

THANK YOU!

1944-1945

1. 1944-1945
2. 1946-1947
3. 1948-1949
4. 1950-1951
5. 1952-1953

1944-1945

1944-1945

1944-1945

1944-1945

1944-1945

ORDER/INVOICE/FULFILLMENT

80209

☐ New Order (for custom, establish proj. ID)

☒ Cut Invoice

By MPB Date 2/3/78

☐ Continuation

☐ Fulfillment Only

Sales Resp. MPB

Assist _____

Subs (New)	<input type="checkbox"/>	Proj ID	Title or Description	Amount
Subs (Renew)	<input type="checkbox"/>	<u>Y-AAA</u>		<u>\$50,000</u>
Multiclient	<input type="checkbox"/>			
Report	<input type="checkbox"/>			
Custom	<input checked="" type="checkbox"/>			
Copies	<input type="checkbox"/>			

Client Authorization: P.O. # 213267 INPUT Contract ☐ Verbal ☐ Letter ☐

Attach all authorizing documents to white (contract) copy.

INVOICE TO:

Name ATTN: ACCOUNTS PAYABLE
 Title _____
 Company IBM CORP.
 Address GENERAL SYSTEMS DIVISION
ATLANTA, GA 30301
 Phone _____

SHIP TO: (if different)

Name _____
 Title _____
 Company _____
 Address _____
 Phone _____

☐ Check here if more than one shipping address and attach additional names and addresses to green (fulfillment) copy.

Invoice to read FOR: INITIAL PAYMENT FOR CUSTOM
STUDY OF DISTRIBUTED DATA PROCESSING
--- \$50,000.00

Special instructions for handling, billing, staggered or delayed payments, etc.

Old invoice No. 71270

FULFILLMENT RECORD

Item Description or Title	No.	By	Date	Item Description or Title	No.	By	Date

• White Contract • Green Fulfillment • Yellow Invoice • Pink Mail List • Goldenrod Originator

Invoice Comp.

By _____ Date _____



I N V O I C E

TO: IBM CORP.
General Systems Div.
Atlanta, GA 30301

INVOICE NO. 71270

RE: IBM-DDP/P.O. #213267

December 29, 1977

FOR: CUSTOM STUDY OF DISTRIBUTED DATA PROCESSING \$100,000.00

INITIAL PAYMENT DUE NOW \$ 50,000.00

THANK YOU!

NOT SENT - FOR INTERNAL USE ONLY.

12-11

THE
CITY OF
NEW YORK

OFFICE OF THE
COMPTROLLER

STATE OF NEW YORK

OFFICE OF THE
COMPTROLLER

REPORT OF THE
COMPTROLLER OF THE CITY OF NEW YORK
FOR THE YEAR ENDING DECEMBER 31, 1911

1912

OFFICE OF THE COMPTROLLER

BY MPB DATE 12/28/77

BY MPB DATE 12/28/77

MAS	PROJ ID	TITLE OR DESCRIPTION	AMOUNT
CAMP			
REPORT			
COPIES			
CUSTOM			
OTHER			

CLIENT AUTHORIZATION: P.O. ☒ LETTER ☐ INPUT CONTRACT ☐ VERBAL ☐

213267
ATTACH ALL AUTHORIZING DOCUMENTS TO WHITE (CONTRACT) COPY.

INVOICE TO:	SHIP TO: (IF DIFFERENT)
NAME _____	NAME _____
TITLE _____	TITLE _____
COMPANY <u>IBM CORP</u>	COMPANY _____
ADDRESS <u>GENERAL SYSTEMS DIV.</u>	ADDRESS _____
<u>ATLANTA, GA</u>	_____
PHONE _____	PHONE _____

☐ CHECK HERE IF MORE THAN ONE SHIPPING ADDRESS AND ATTACH ADDITIONAL NAMES AND ADDRESSES TO GREEN (FULFILLMENT) COPY.

INVOICE TO READ FOR: CUSTOM STUDY OF DISTRIBUTED DATA
PROCESSING --- \$100,000
INITIAL PAYMENT DUE NOW --- \$50,000

SPECIAL INSTRUCTIONS FOR HANDLING, BILLING, STAGGERED OR DELAYED PAYMENTS, ETC.

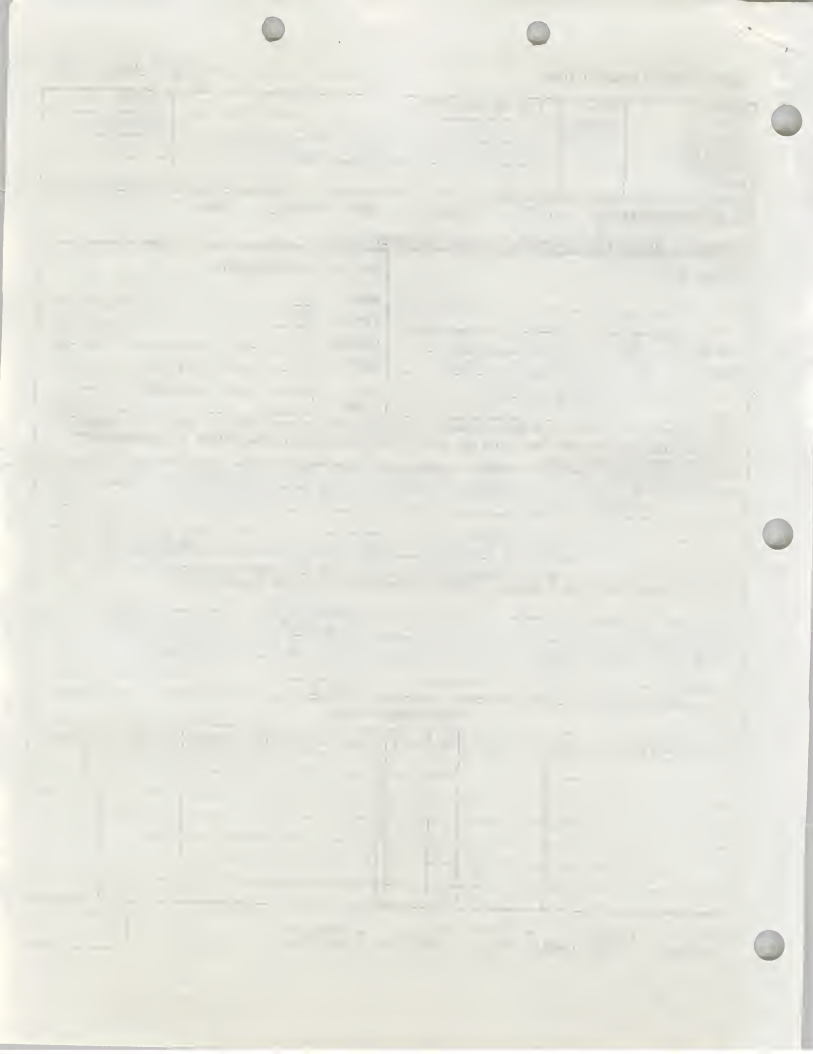
Do not mail invoice. ^{INPUT} for internal use only.
Client will process internally all needed paperwork.

FULFILLMENT RECORD

[illegible]

COMPLETED BY:

- White Contract
- Green Fulfillment
- Yellow Invoice
- Pink Mail List
- Goldenrod Originator





International Business Machines Corporation

P.O. Box 2150
Atlanta, Georgia 30301
404/231-3000

December 5, 1978

Input, Inc.
2180 Sand Hill Road
Suite 320
Menlo Park, CA 94025


Gentlemen:

SUBJECT: CONFIDENTIAL DISCLOSURE AGREEMENT #294

The purpose of this letter is to serve as an alteration to extend the ending date of the subject CDA to 12/17/79. All other terms and conditions stand per the original agreement, a copy of which is in your possession.

Please sign and return this letter giving your concurrence to the above.

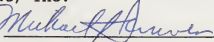
INTERNATIONAL BUSINESS
MACHINES CORPORATION

By: 
R. G. CARRIGUES

Title: PROCUREMENT MANAGER

Date: 12/07/78

Accepted and Agreed to:
Input, Inc.

By: 

Title: VICE PRES.

Date: 12/11/78



JAN 23 1978

Contract file

IBM

Purchase Order

No.

213267

DATE

1/13/8

IMPORTANTSHOW OUR COMPLETE ORDER AND ITEM NO.(S) ON
ALL INVOICES AND PACKING SLIPS.**SUPPLIER:**INPUT
2180 SAND HILL ROAD
SUITE 320

MENLO PARK CA 94025

SHIP TO:IBM CORPORATION
P.O. BOX 2150
ATLANTA, GA 30301**SEND INVOICE TO:**IBM CORPORATION
ACCOUNTS PAYABLE
P. O. BOX C-1646
ATLANTA, GA. 30301

(BILL ALL APPLICABLE SALES AND USE TAX.)

TRANSPORTATION ROUTING GUIDELINES

(Do not insure or declare value)

0-99 lbs. United Parcel Service, if available. If not,
0-40 lbs. Parcel Post (Zones 1-8) up to \$500 value.
All other Ship as indicated in "ship via" block.TRANSPORTATION CHARGES APPEARING ON SELLER'S INVOICE
MUST BE SUPPORTED BY PAID FREIGHT BILL OR EQUIVALENT
SEE TRANSPORTATION INSTRUCTIONS ON REVERSE SIDE.

CORP. CONTRACT NO.

F.O.B.

TERMS

SHIP VIA

ORIGIN - COLLECT

NET 30

UPS/U S MAIL

ITEM NO.	DESCRIPTION	DELIVERY DUE DATE	QUANTITY	UNIT OF MEASURE	UNIT PRICE	ITEM EXTENS
1	DISTRIBUTED DATA PROCESSING STUDY PER CONTRACTOR'S PROPOSAL DATED DEC 27, 1977 HEREIN ATTACHED BY REFERENCE * THIS CONFIRMS OUR VERBAL ORDER, DO NOT DUPLICATE. * PRICING IS IN ACCORDANCE WITH YOUR QUOTATION. THE ATTACHED TERMS AND CONDITIONS ARE INCORPORATED HEREIN AND MADE A PART HEREOF	3/01/8	1	SVC	100000.000	100000.
SUBJECT TO THE TERMS AND CONDITIONS ON THE BACK HEREOF AND AS MAY BE ATTACHED HERETO WHICH ARE INCORPORATED AND MADE A PART HEREOF.						
COMMITMENT 100000						

IBM EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS SET FORTH
ON THIS FACE AND REVERSE SIDE OF THIS PURCHASE ORDER AND ANY ATTACHMENTS. (REV. 11/94)

This Purchase Order, including the terms and conditions on the face and reverse side hereof and any attachments hereto, constitutes the entire agreement between the Buyer and Seller. No other terms, conditions, or specifications shall be binding on Seller unless specifically provided in writing and signed by IBM's authorized representative. In any event, the terms and conditions of this Purchase Order shall prevail over any other terms, conditions, or specifications.

Seller shall not make or offer gifts or gratuities of any type to IBM employees or members of their families. Such gifts or offerings may be considered as Seller's attempt to improperly influence our relationships.

All parts and components consigned by IBM to Seller for incorporation in work being performed for IBM shall be used solely for such purposes.

Seller shall obtain from IBM written approval of all off specification work

Packages must bear IBM's order number and show gross, tare, and net weights and or quantity. No charge for packaging will be allowed by IBM unless otherwise agreed.

Seller will settle or defend at Seller's expense (and pay any damages, costs or fines resulting from) all proceedings or claims against IBM, its subsidiaries and affiliates and their respective customers, for infringement or alleged infringement by the goods furnished under this Order, or any part or use thereof, of patents (including utility, models and registered designs) now or hereafter granted in the United States or in any country where Seller, its subsidiaries or affiliates have previously furnished similar goods. Seller will, at IBM's request, identify the countries in which Seller, its subsidiaries or affiliates, heretofore has furnished similar goods.

If rate is not stated on this Order, Seller agrees to invoice at lowest prevailing market price

Material is subject to IBM's inspection and approval within a reasonable time after delivery. If specifications are not met, material may be returned at Seller's expense and risk for all damages incidental to the rejection. Payment shall not constitute an acceptance of the material nor impair IBM's right to recover or any other remedies.

Shipment must be made within the time stated on this Order, failing which IBM reserves the right to purchase elsewhere and charge Seller with any loss incurred, unless delay in making shipment is due to unforeseeable causes beyond the control, and without the fault or negligence, of Seller.

Seller agrees to pay any taxes imposed by law upon or on account of the material ordered hereunder unless otherwise agreed.

IBM owned tools held by Seller are to be used only for making parts for IBM. Tools of any kind held by Seller for making IBM's parts must be repaired and re-

Carrier agrees at all times to comply with all applicable Federal, State and local laws, rules and regulations.

... persons exercise with which the Seller represents that he will comply, unless exempted

(in excess of \$2,500) (FPP 1-12 1304.1). Listing of Employment Openings if in excess of \$10,000) (FPP 1-12 1102.2). Employment of the Handicapped

seller warrants that in the performance of this Order he has complied with all of the provisions of the Fair Labor Standards Act of 1938 of the United States, as amended.

seller does not have Workmen's Compensation or Disability Benefits Insurance, Seller agrees to indemnify IBM against all damages sustained by IBM resulting from Seller's failure to have such insurance.

If seller does not have Workmen's Compensation or Disability Benefits Insurance, Seller agrees to indemnify IBM against all damages sustained by IBM resulting from Seller's failure to have such insurance.

INPUT
PURCHASE ORDER 213267

TERMS AND CONDITIONS

1.0 SCOPE, MONITORING DISCLAIMER, IBM COORDINATOR, AND PRECEDENCE

- 1.1 Contractor shall provide research services in accordance with the terms and specifications of the issued purchase order and contractor's proposal dated December 23, 1977. This purchase order shall constitute the only authorization for Contractor to take any action or expend any money.

1.2 IBM COORDINATOR RESPONSIBLE

IBM shall appoint a coordinator for this purchase order (Mr. W. A. Vanvalkenburg (404) 231-4505). The Coordinator shall be responsible for maintaining technical liaison with Contractor's supervisor and for determining for IBM the adequacy, acceptability and fitness of the services performed by the Contractor.

1.3 CONTRACTOR'S SUPERVISOR RESPONSIBLE

The Contractor shall be responsible for supervision and direction of the work by his employees and shall always remain an independent contractor.

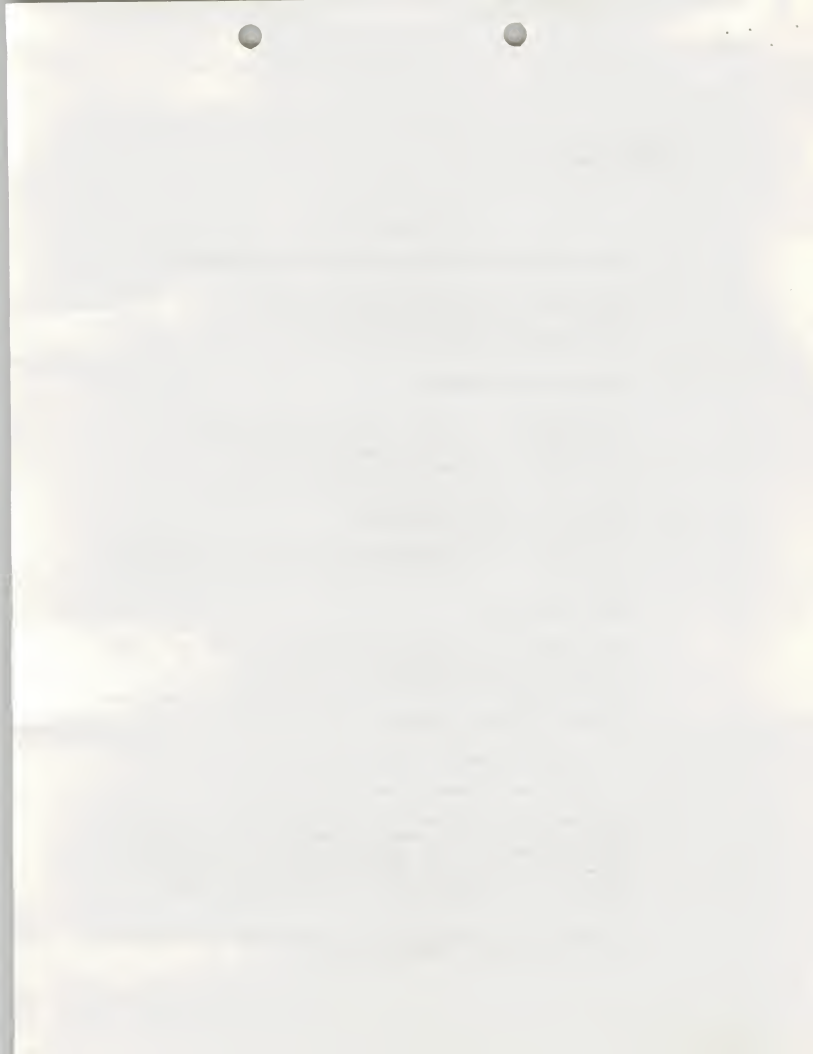
1.4 ORDER OF PRECEDENCE

In providing services under this Agreement, Contractor shall comply with the provisions specified in this Agreement and in the IBM purchase order issued hereunder, including the specifications and documentation referenced therein. In the event of an inconsistency between the provisions of any of these documents, the order of precedence shall be as follows:

- (1) this Agreement, (2) provisions on the face of purchase orders, (3) documents referenced on the face of purchase orders, and (4) terms on the reverse side of purchase orders.

The documents above, in the order prescribed, shall constitute the final expression of our agreement and shall be the complete and exclusive statement of the terms and conditions of our agreement, notwithstanding anything to the contrary in the terms and conditions of any proposal, invoice, acknowledgement, sales agreement or other document issued by Contractor.

This Agreement may be modified only in writing signed by authorized personnel on behalf of Contractor and IBM.



2.0 PAYMENT, REIMBURSEMENTS, RECORDS, INSPECTION AND ACCEPTANCE

2.1 BASIS FOR IBM PAYMENT

IBM shall pay Contractor for services under this Agreement in accordance with rates and terms to be specified on the purchase order and contractor's proposal dated December 23, 1977.

2.2 CONTRACTOR MAINTAINS RECORDS

Contractor shall maintain complete and accurate accounting records, in a form in accordance with standard accounting practices, to substantiate Contractor's charges hereunder. Such records shall include payroll records, job cards, attendance cards, and job summaries. The Contractor shall retain such records for a period of one (1) year from the date of final payment hereunder. IBM shall have access to such records for purposes of audit during normal business hours during the term of this Agreement and during the above specified retention period.

2.3 INSPECTION

IBM reserves the right to monitor Contractor's performance of the service(s) issued hereunder and Contractor's compliance with the provisions of this Agreement through periodic inspections at Contractor's location. During any such inspection, IBM does not wish to receive, and Contractor shall not disclose to IBM, any of Contractor's proprietary data.

2.4 ACCEPTANCE

Services and items provided by Contractor under this Agreement shall be subject to final review and acceptance by IBM.

3.0 DATA AND WARRANTY PROVISIONS

3.1 CONFIDENTIAL INFORMATION

The terms and conditions of Confidential Disclosure Agreement number 294 incorporated herein and made a part of this Agreement.

3.2 DISCLOSURE AND RIGHTS

Contractor shall promptly disclose to IBM all literary, artistic or other material (including reports, programs, manuals, tapes, card decks, listings and any other programming documentation) created or composed by the Contractor or its employees or associates. All such material shall belong exclusively to IBM, with IBM having the right to obtain and to hold in its own name copyrights, registrations, or such other protection as may be appropriate to



the subject matter, and any extensions or renewals thereof. The Contractor agrees to give IBM, or any persons designated by IBM, all assistance reasonably required to perfect the rights addressed in this paragraph.

3.3 WARRANTY

Contractor warrants the originality of its work product and that such work product shall be disclosed exclusively to IBM.

3.4 CONTRACTOR'S FREEDOM TO PROVIDE SERVICE

Contractor represents and warrants that it is under no obligation or restriction and that it will not assume any such obligation or restriction which would in any way interfere or be inconsistent with the services to be furnished by it under this Agreement.

3.5 CONTRACTOR'S AGREEMENT WITH HIS EMPLOYEES

Contractor shall have an appropriate agreement with each of his employees and with others whose services it may require, sufficient to enable it to comply with all terms of this Agreement.

3.6 CONTRACTOR'S EMPLOYEES NOT DEEMED IBM'S

Personnel supplied by Contractor shall be deemed employees of Contractor and shall not for any purpose be considered employees or agents of IBM. Contractor assumes full responsibility for the actions of such personnel while performing services pursuant to any purchase order issued hereunder, and shall be solely responsible for their supervision, daily direction and control, for the payment of their salary (including withholding of income taxes and social security), and for providing worker's compensation, disability benefits and the like.

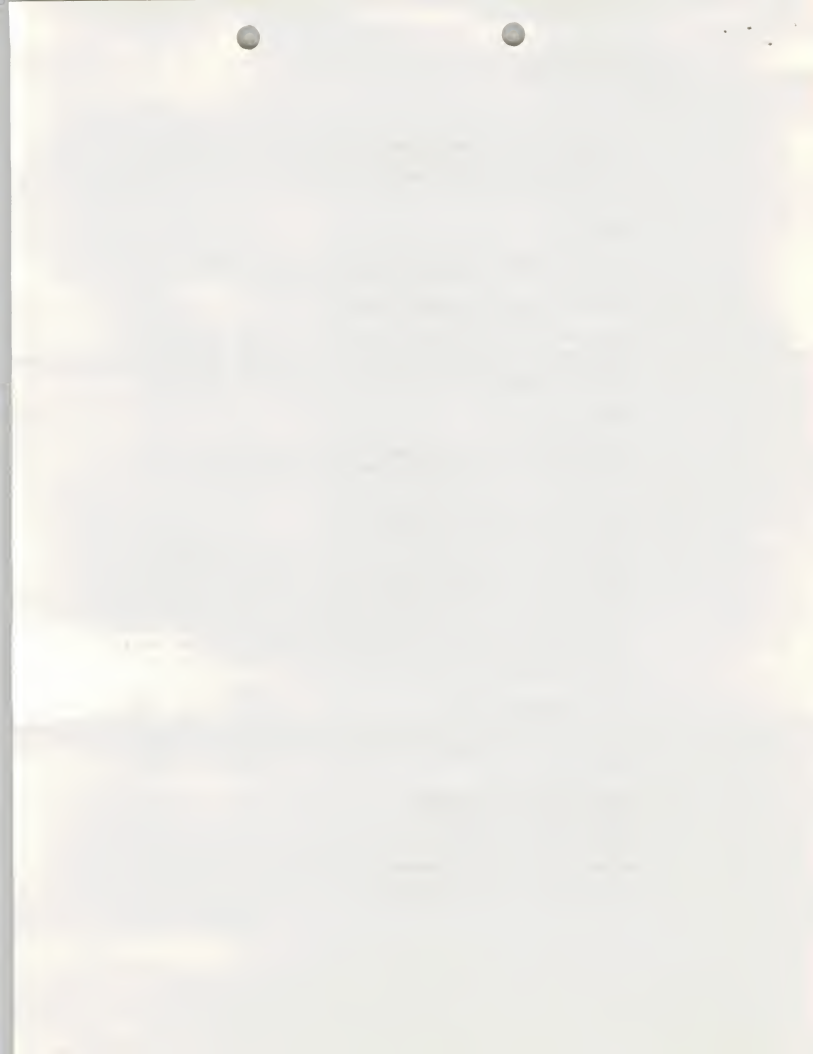
3.7 RESULTS PROPERTY OF IBM

All drawings, designs, specifications, notes, memoranda or data furnished to IBM by Contractor hereunder shall become and remain the property of IBM.

4.0 TERMINATION AND CANCELLATION

4.1 TERMINATION OF AGREEMENT

IBM may terminate this Agreement at any time by serving prior written notice to the other party.



4.2 RETURN OF WORK BY CONTRACTOR

In the event of cancellation or expiration, all work being performed thereunder in Contractor's possession shall be forwarded to IBM, and IBM shall make payment at the specified rates for satisfactory services performed to the effective date of cancellation or termination.

4.3 IBM TRADEMARK AND ADVERTISING

Notwithstanding any other provisions of this Agreement, Contractor shall have no right to use IBM's trademark or trade name, or to refer to IBM directly or indirectly in connection with any product, promotion or publication, without the prior written approval of IBM.

4.4 ASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned by Contractor without the prior written approval of IBM. Contractor shall indemnify IBM for all duplications of cost resulting from an approved assignment.

4.5 OCCUPATIONAL SAFETY AND HEALTH ACT

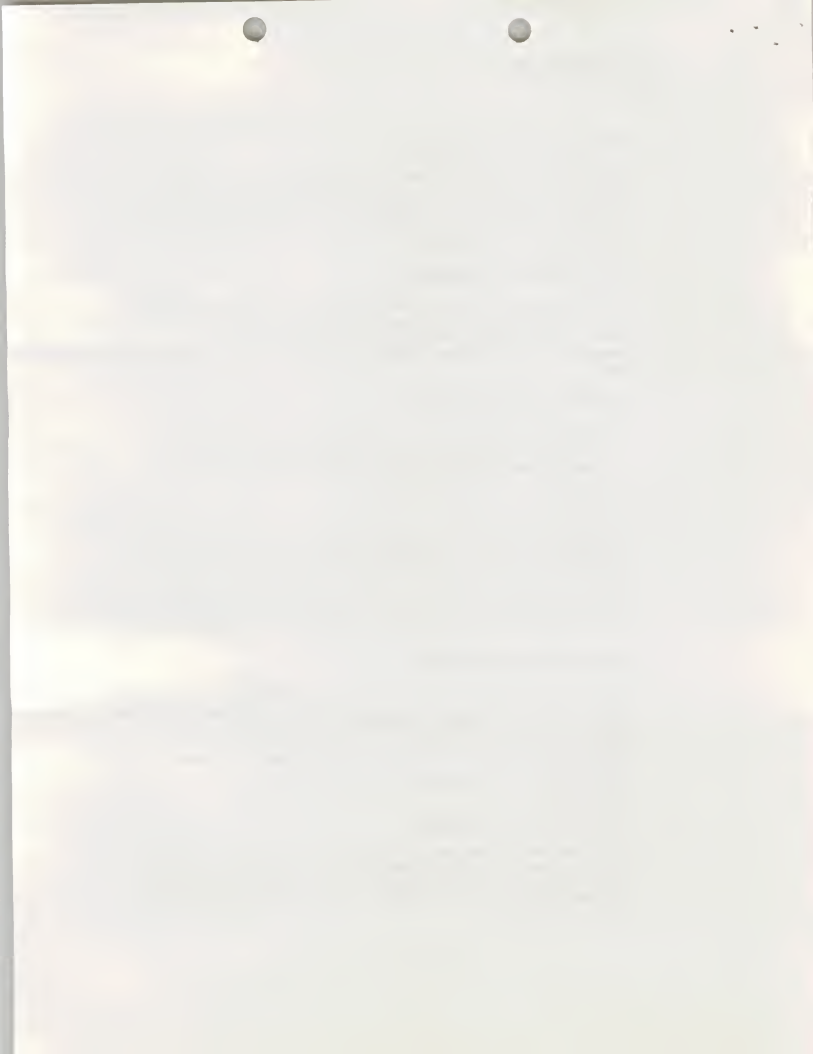
Contractor agrees that, for the purpose of compliance with the requirements of the Occupational Safety and Health Act of 1970, services performed for IBM shall be deemed entirely within Contractor's responsibility. Contractor shall notify IBM Purchasing promptly, in writing, if a charge of non-compliance with the Act has been filed against the Contractor in connection with services performed by Contractor on IBM owned or leased premises.

4.6 EQUAL EMPLOYMENT OPPORTUNITY

There are incorporated in this Service Agreement the provisions of Executive Order 11246 (as amended) of the President of the United States on Equal Employment Opportunity and the Rules and Regulations issued pursuant thereto with which the Contractor represents that he will comply, unless exempted. Included herewith is Excerpts From Chapter 60 Of Title 41 Of The Code Of Federal Regulations.

4.7 SURVIVAL FROM THIS AGREEMENT

The rights and obligations of Sections 2.2, 2.3, 3.1, 3.2, 3.4, 3.5, 3.6, and 4.4 of this Agreement shall survive and continue after any expiration or termination of this Agreement and shall bind the parties and their legal representatives, successors, heirs, and assigns.



4.8 COMPLIANCE WITH LAWS AND REGULATIONS

Contractor agrees at all times to comply with all applicable Federal, State and local laws, rules and regulations.

4.9 APPLICABLE LAW

This Agreement shall be construed in accordance with the law of the State of New York.

5.0 SALES/USE TAX

The order sum for the work described herein shall include all federal, state and local taxes, excise taxes and sales and use taxes.

The acceptance of this Purchase Order constitutes full and complete acceptance of Contractor unless otherwise stated in writing within ten (10) days.



July 5, 1978

cont'd

Mr. Van Valkenburg
IBM
P. O. Box 2150
Atlanta, GA 30301

Dear Cap:

Please find attached our errata sheets for Volume II of the DDP study. The changes are minor but since they have been noted and corrected here we wanted to pass the information along.

If I can be of further assistance, please let me know.

Sincerely,

Joan Lynsky

JL/dc

Enclosures

2001-01-01

2001-01-01

2001-01-01

2001-01-01

2001-01-01

2001-01-01

2001-01-01

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2001-01-01

Post please file 7/31/78

IBM

JUL 24 1978

International Business Machines Corporation

CONTRACT

P.O. Box 2150
Atlanta, Georgia 30301
404/231-3000

July 19, 1978

Mr. Stanley Mantell
Input Company
2180 Sand Hill Road
Menlo Park, CA 94025

Dear Stan:

Enclosed are your copies of our confidential transmittal form with my signature indicating the return of confidential data.

Please retain these copies as part of your project file.

Very truly yours,

Ronald S. Mills

Ronald S. Mills
Contract Administrator

RSM:ded

Enclosures



IBM CONFIDENTIAL MATERIAL TRANSMITTAL FORM

SUPPLIER NAME: INPUT
ADDRESS: 2180 SAND HILL RD
MENLO PARK, CALIF
ATTN:
DATE: 1-13-78

IBM
USE
ONLY

TRANSMITTAL RETURN SUSPENSE DATE: 1-13-78

MATERIAL RETURN SUSPENSE DATE: 12-78

REPLY TO: IBM CORP

P. O. BOX 2150
ATLANTA, GA. 30301

BUYER R. MILLS DEPT. 782

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING IBM CONFIDENTIAL MATERIAL AND UNDERSTAND THAT IT IS TO BE TREATED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE IBM CONFIDENTIAL DISCLOSURE

AGREEMENT NUMBER 294 DATED _____
P. O. NO. 213267

[illegible]

Rec'd ~~AT~~ ^{Amesbury}
7/10/78

IBM CONFIDENTIAL DOCUMENTS ARE NOT TO BE REPRODUCED. REQUEST ADDITIONAL COPIES FROM IBM PURCHASING DEPARTMENT.

SUPPLIER AUTHORIZED
SIGNATURE

TITLE INPUT CO

DATE 1/13/78

Z 552-0031-1

SUPPLIER: RETURN THIS COPY WITH MATERIAL

IBM Confidential Material Transmittal

SUPPLIER NAME: Input

ADDRESS: 2180 Sand Hill Road
Menlo Park, CA 94025
ATTN: Mr. Stanley Mantell
DATE: February 27, 1978

IBM
USE
ONLY

TRANSMITTAL RETURN SUSPENSE DATE: 4-01-78

MATERIAL RETURN SUSPENSE DATE:

REPLY TO: IBM CORP.

P. O. BOX 2150
ATLANTA, GA. 30301

BUYER R. S. Mills DEPT. _____

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING IBM CONFIDENTIAL MATERIAL AND UNDERSTAND THAT IT IS TO BE TREATED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE IBM CONFIDENTIAL DISCLOSURE

AGREEMENT NUMBER 294 DATED _____
P. O. NO. 213267

[illegible]

IBM CONFIDENTIAL DOCUMENTS ARE NOT TO BE REPRODUCED. REQUEST ADDITIONAL COPIES FROM IBM PURCHASING DEPARTMENT.

SUPPLIER AUTHORIZED

SIGNATURE:

Z882-0031-1

TITLE

DATE _____

SUPPLIER: RETURN THIS COPY WITH MATERIAL



IBM CONFIDENTIAL MATERIAL TRANSMITTAL FORM

SUPPLIER NAME:

ADDRESS:

ATTN:

DATE: _____

IBM
USE
ONLY

TRANSMITTAL RETURN SUSPENSE DATE:

MATERIAL RETURN SUSPENSE DATE:

REPLY TO: IBM CORP

P. O. BOX 2150

ATLANTA, GA. 30301

BUYER

DEPT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING IBM CONFIDENTIAL MATERIAL AND UNDERSTAND THAT IT IS TO BE TREATED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE IBM CONFIDENTIAL DISCLOSURE

AGREEMENT NUMBER

DATED

P. O. NO.

[illegible]

IBM CONFIDENTIAL DOCUMENTS ARE NOT TO BE REPRODUCED. REQUEST ADDITIONAL COPIES FROM IBM PURCHASING DEPARTMENT.

~~SUPPLIER AUTHORIZED~~

SIGNATURE:

Z 882.0034.1

TITLE

DATE _____

SUPPLIER: RETURN THIS COPY WITH MATERIAL





ORDER/INVOICE/FULFILLMENT

☐ New Order (for custom, establish proj. ID)

☐ Cut Invoice

By ESH Date 5/26/78

☐ Continuation

☒ Fulfillment Only

Sales Resp _____

Assist _____

Subs (New)	<input type="checkbox"/>	Proj ID	Title or Description	Amount
Subs (Renew)	<input type="checkbox"/>			
Multiclient	<input type="checkbox"/>	<u>Y-AAA</u>		
Report	<input type="checkbox"/>			
Custom	<input checked="" type="checkbox"/>			
Copies	<input type="checkbox"/>			

Client Authorization: P.O. ☒ 213267 INPUT Contract ☐ Verbal ☐ Letter ☐

Attach all authorizing documents to white (contract) copy.

INVOICE TO:

Name _____
 Title _____
 Company _____
 Address _____
 Phone _____

SHIP TO: (if different)

Name Mr. W. A. Van Valkenburg
 Title _____
 Company 2 BM CORPORATION
 Address 3715 Northside
PARKWAY, N.W.
 Phone ATLANTA, GA 30327

☐ Check here if more than one shipping address and attach additional names and addresses to green (fulfillment) copy.

Invoice to read _____

Special instructions for handling, billing, staggered or delayed payments, etc.

SHIP 2 PACKAGES / 10 VOL I+II in each package
w/ MATCHING NUMBERS Due to major correction
P.O. on bix in part 2 all Vol

FULFILLMENT RECORD

Item Description or Title	No.	By	Date	Item Description or Title	No.	By	Date
<u>VOLUME I</u>	<u>20</u>	<u>RF</u>	<u>5-26</u>				
<u>VOLUME II</u>	<u>18</u>	<u>RF</u>	<u>5-26</u>				
<u>VOLUME II</u>	<u>2</u>	<u>RF</u>	<u>5-30</u>				

• White Contract • Green Fulfillment • Yellow Invoice • Pink Mail List • Goldenrod Originator

Invoice Comp.

By ESH Date 6/10/78



INPUT CONTACT REPORT

Pat's file

COMPANY: <u>1809</u>	DATE OF CONTACT: <u>1/11</u>	REASON FOR CONTACT: <input type="checkbox"/> SALES <input type="checkbox"/> INQUIRY <input type="checkbox"/> INTERVIEW <input type="checkbox"/> OTHER	RELATING TO: <input type="checkbox"/> MAS <input type="checkbox"/> CAMP <input checked="" type="checkbox"/> CUSTOM ID <u>1111</u> <input type="checkbox"/> OTHER ID _____
NAME: <u>Pat's file</u>	INIT. <u>1/11</u>		
TITLE: _____	INIT. _____		
ADDRESS: _____	<input type="checkbox"/> PHONE <input type="checkbox"/> VISIT		
PHONE (404) 231-5079 <input type="checkbox"/> MAIL LIST			

DISCUSSION: Walt Christiana - contract group manager will visit us on Wed 15th Feb at 10 a.m.
Wants to review confidentiality agreement with us.
Don said they broke it a previous & do this with anyone who has such an agreement.

BUSINESS DEVELOPMENT POTENTIAL:

Stan / we need to be able to know what we can say about our relationship with them

☐ EXTRA PAGE(S) ATTACHED

ACTION DIST	DESCRIBE ACTION OR FOLLOW-UP	BY WHEN	DONE	INFO DIST
Stan	Be prepared for meeting - make sure all AAAA stuff is protected			Pat's file Walt Sy.

WHITE•DIST

GREEN•PROJECT

YELLOW•CONTACT

PINK•EXEC

GOLDEN ROD•ORIGINATOR

